

05-24-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aris Software, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Washington
- Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Noetix Corporation

Internal Address: n/a

Street Address: 2229 112th Ave. NE #200

City: Bellevue State: WA Zip: 98004

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Washington
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 9/1/00

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/064,768; 76/064,769; and 76/080,104

B. Trademark Registration No.(s)

2,430,186; 2,391,840; and 2,172,653

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Karen Wetherell Davis, Esq.

Internal Address: Elliott, Ostrander & Preston, P.C.

Street Address: 707 East Harrison

City: Seattle State: WA Zip: 98102

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501405

(Attach duplicate copy of this page if paying by deposit account)

S DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Karen Wetherell Davis
Name of Person Signing

Karen Wetherell Davis
Signature

May 15, 2001
Date

Total number of pages including cover sheet, attachments, and document: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

AGREEMENT FOR ASSIGNMENT OF TRADEMARKS

This Agreement for Assignment of Trademarks is made as of September 1, 2000 by and between ARIS Software, Inc. Corporation ("Assignor"), having its principal place of business at 2229 112th Avenue N.E., Bellevue, Washington 98004, and Noetix Corporation ("Assignee"), having its principal place of business at 2229 112th Avenue N.E., Suite 200, Bellevue, Washington 98004.

Recitals

- A. Assignor has adopted and is using the trademark and service mark "NOETIX" for computer consultation and system integration services, and for related software and accompanying materials.
- B. Assignor has done business as a corporation using said mark worldwide for computer consultation and system integration services, and for related software and accompanying materials.
- C. Assignee is the successor of Assignor in said business.
- D. Assignor and Assignee desire that ownership of said mark be transferred to Assignee.

Terms and Conditions

1. Assignment. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in the mark "NOETIX" and all goodwill appurtenant thereto, including the following U.S. Trademark Applications and Foreign Trademark Applications:

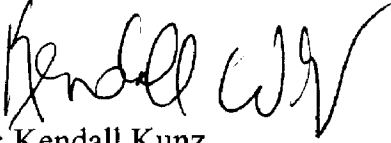
<u>MARK</u>	<u>CLASS</u>	<u>SERIAL (S) and/or REGISTRATION NO.(R)</u>	<u>FILING and/or REGISTERED DATE</u>
United States:			
NOETIX	Class 9	(R) 2,430,186	2/20/01
NOETIX	Class 42	(R) 2,391,840	10/3/00
Foreign:			
NOETIX-Denmark	Classes 9, 16 & 42	(R) 05.043	11/21/97
NOETIX-Norway	Classes 9, 16, 35 & 42	(R) 19 0078	5/14/98
NOETIX-Sweden	Classes 9, 16 & 42	(R) 343.811	1/19/01

and any and all divisions, renewals, continuations and extensions thereof, and authorize and request any official whose duty it is to issue trademarks, to issue any renewals or extensions to said Assignee or its successors or assigns.

ASSIGNMENT OF
TRADEMARK - 1

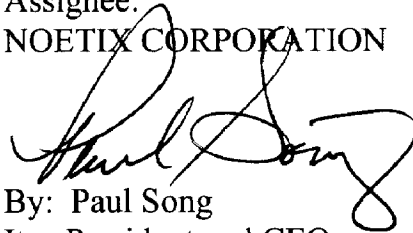
2. Ownership. Assignor acknowledges Assignee's exclusive right, title and interest in and to the mark "NOETIX" and any registration or application for registration thereof, anywhere in the world, and will not at any time do or cause to be done any act contesting or in way impairing or tending to impair such right, title and interest or full exercise thereof.

Assignor:
ARIS SOFTWARE, INC.



By: Kendall Kunz
Its: President and CEO

Assignee:
NOETIX CORPORATION



By: Paul Song
Its: President and CEO

AGREEMENT FOR ASSIGNMENT OF TRADEMARKS

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Recitals

- A. Assignor has adopted and is using the trademark and service mark "NOETIXVIEWS" for computer consultation and system integration services, and for related software and accompanying materials.
- B. Assignor has done business as a corporation using said mark worldwide for computer consultation and system integration services, and for related software and accompanying materials.
- C. Assignee is the successor of Assignor in said business.
- D. Assignor and Assignee desire that ownership of said mark be transferred to Assignee.

Terms and Conditions

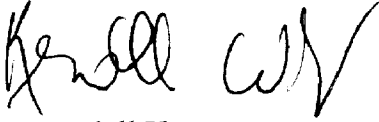
1. Assignment. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in the mark "NOETIXVIEWS" and all goodwill appurtenant thereto, including the following U.S. Trademark Applications and Foreign Trademark Applications:

<u>MARK</u>	<u>CLASS</u>	<u>SERIAL (S) and/or REGISTRATION NO. (R)</u>	<u>FILING and/or REGISTRATION DATE</u>
United States: NOETIXVIEWS	Class 9	(R) 2,172,653	7/14/98
Foreign: NOETIXVIEWS- Denmark	Classes 9, 16 & 42	(R) VR 05.044	11/21/97
NOETIXVIEWS- Norway	Classes 9, 16, 35 & 42	(R) 19 0077	5/14/98
NOETIXVIEWS- Sweden	Classes 9, 16 & 42	(R) 343.812	1/19/01

and any and all divisions, renewals, continuations and extensions thereof, and authorize and request any official whose duty it is to issue trademarks, to issue any renewals or extensions to said Assignee or its successors or assigns.

2. Ownership. Assignor acknowledges Assignee's exclusive right, title and interest in and to the mark "NOETIXVIEWS" and any registration or application for registration thereof, anywhere in the world, and will not at any time do or cause to be done any act contesting or in way impairing or tending to impair such right, title and interest or full exercise thereof.

Assignor:
ARIS SOFTWARE, INC.



By: Kendall Kunz
Its: President and CEO

Assignee:
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By: Paul Song
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Recitals

- A. Assignor has adopted and is using the trademark and service mark "NOETIXDW" for computer software and accompanying materials.
- B. Assignor has done business as a corporation using said mark worldwide for computer consultation and system integration services, and for related software and accompanying materials.
- C. Assignee is the successor of Assignor in said business.
- D. Assignor and Assignee desire that ownership of said mark be transferred to Assignee.

Terms and Conditions

1. Assignment. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in the mark "NOETIXDW" and all goodwill appurtenant thereto, including the following U.S. Trademark Application:

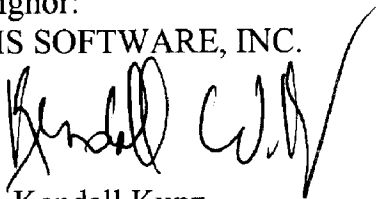
<u>MARK</u>	<u>CLASS</u>	<u>SERIAL (S) and/ or REGISTRATION NO.(R)</u>	<u>FILING and/or REGISTRATION DATE</u>
NOETIXDW	Class 9	(S) 76/064,768	6/7/00

and any and all divisions, renewals, continuations and extensions thereof, and authorize and request any official whose duty it is to issue trademarks, to issue any renewals or extensions to said Assignee or its successors or assigns.

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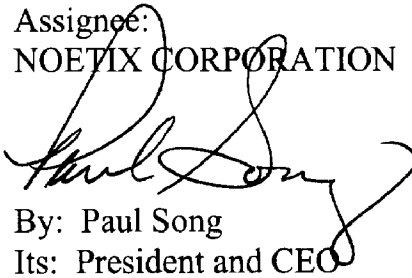
2. Ownership. Assignor acknowledges Assignee's exclusive right, title and interest in and to the mark "NOETIXDW" and any registration or application for registration thereof, anywhere in the world, and will not at any time do or cause to be done any act contesting or in way impairing or tending to impair such right, title and interest or full exercise thereof.

Assignor:
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Recitals

- A. Assignor has adopted and is using the trademark and service mark "NOETIX QUERY SERVER" for computer software and accompanying materials.
- B. Assignor has done business as a corporation using said mark worldwide for computer consultation and system integration services, and for related software and accompanying materials.
- C. Assignee is the successor of Assignor in said business.
- D. Assignor and Assignee desire that ownership of said mark be transferred to Assignee.

Terms and Conditions

1. Assignment. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in the mark "NOETIX QUERY SERVER" and all goodwill appurtenant thereto, including the following U.S. Trademark Application:

<u>MARK</u>	<u>CLASS</u>	<u>SERIAL (S) and/or REGISTRATION NO.(R)</u>	<u>FILING and/or REGISTRATION DATE</u>
NOETIX QUERY SERVER	Class 9	(S) 76/064,769	6/7/00

and any and all divisions, renewals, continuations and extensions thereof, and authorize and request any official whose duty it is to issue trademarks, to issue any renewals or extensions to said Assignee or its successors or assigns.

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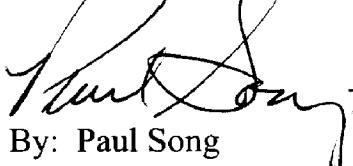
2. Ownership. Assignor acknowledges Assignee's exclusive right, title and interest in and to the mark "NOETIX QUERY SERVER" and any registration or application for registration thereof, anywhere in the world, and will not at any time do or cause to be done any act contesting or in way impairing or tending to impair such right, title and interest or full exercise thereof.

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Recitals

- A. Assignor has adopted and is using the trademark and service mark "NOETIX WEB QUERY" for computer software and accompanying materials.
- B. Assignor has done business as a corporation using said mark worldwide for computer consultation and system integration services, and for related software and accompanying materials.
- C. Assignee is the successor of Assignor in said business.
- D. Assignor and Assignee desire that ownership of said mark be transferred to Assignee.

Terms and Conditions

1. Assignment. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee its entire right, title and interest in the mark "NOETIX WEB QUERY" and all goodwill appurtenant thereto, including the following U.S. Trademark Application:

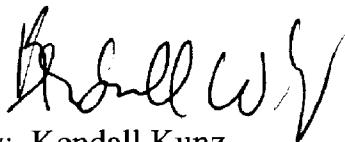
<u>MARK</u>	<u>CLASS</u>	<u>SERIAL (S) and/or</u> <u>REGISTRATION NO.(R)</u>	<u>FILING and/or</u> <u>REGISTRATION</u> <u>DATE</u>
NOETIX WEB QUERY	Class 9	(S) 76/080,104	6/29/00

and any and all divisions, renewals, continuations and extensions thereof, and authorize and request any official whose duty it is to issue trademarks, to issue any renewals or extensions to said Assignee or its successors or assigns.

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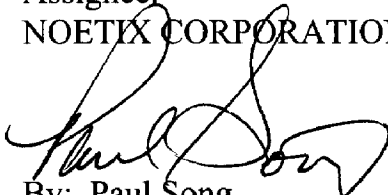
2. Ownership. Assignor acknowledges Assignee's exclusive right, title and interest in and to the mark "NOETIX WEB QUERY" and any registration or application for registration thereof, anywhere in the world, and will not at any time do or cause to be done any act contesting or in way impairing or tending to impair such right, title and interest or full exercise thereof.

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